

plied for the benefit of the insolvent laws, and one Gabriel H. Duvall was on that day appointed trustee, for the benefit of his creditors ; gave bond as such, and received a deed from the said Sevier : although no property whatever was returned in the schedule of said Sevier at the time of his application, and none, in point of fact, ever came into the possession of his trustee. On the 16th of September, 1846, John T. Hodges filed an amended bill against Sevier and wife, and the said Duvall, alleging, "that subsequent to the date of the mortgage to him, the said Sevier had conveyed, or assigned, all his remaining interest or equity of redemption in the said mortgaged premises, to the said Duvall, as his trustee, under the insolvent laws, the benefit of which the said Sevier then proposed to take, and praying such relief against the said defendants, as was prayed in his original bill, and the answers having been filed admitting the facts as stated, the cause was so proceeded in, that on the 18th January, 1847, a decree was passed for the sale of the mortgaged premises, Duvall, the trustee, uniting with the solicitor, for the said Hodges, in a request that the same might be signed. On the 15th February, 1847, the complainants, Duvall and Saussar, purchased from the trustee appointed by the said decree, the houses and lots in the city of Annapolis, mentioned in the said mortgage, complied with the terms of sale, and entered into possession thereof.

It having become necessary, from lapse of time, the defendants, Speed and Pennington, caused a scire facias to be issued on their judgment, against Vachel Sevier, the defendant therein, returnable to October term, 1845, of Anne Arundel County Court, and while proceedings upon their scire facias were still pending—before a fiat was obtained thereon, and before the final ratification of the sales made, as aforesaid, to the said Duvall and Saussar, viz. on the 29th April, 1847, filed in the case of Hodges vs. Sevier and others, their petition, praying, among other things, that their judgment might be satisfied, out of the purchase money, in the hands of the trustee, appointed by the decree in the said cause, before the application of any portion thereof, to the mortgage debt of the complainant,